



REGISTERED DEPOSIT BROKERS ASSOCIATION

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RULES AND REGULATIONS

APRIL 2, 2024

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INTERPRETATION

“**Affiliate**”, where used to indicate a relationship, means one body corporate shall be deemed to be affiliated with another body corporate, if, but only if, one of them is the subsidiary of the other or both are subsidiaries of the same body corporate or each of them is controlled by the same legal entity, individual or Associates;

“**Agent of Record**” is the Deposit Broker Member or Limited Broker Member recorded on the books of a FI Member to whom a commission or other form of remuneration is payable or has been paid for soliciting that directly or indirectly results in the sale of a Deposit Product of the FI Member;

“**Application**” means any document or documents, whether physical or electronic, which a Depositor is required by the applicable FI Member to complete or have completed on his, her or its behalf as a condition of acquiring a Deposit Product;

“**Associate**”, where used to indicate a relationship with an individual, means:

- a. any body corporate of which the person beneficially owns, directly or indirectly, voting securities carrying more than 10 per cent of the voting rights attached to all voting securities of the body corporate for the time being outstanding;
- b. any partner of that person;
- c. any trust or estate in which the person has a substantial beneficial interest or as to which the person serves as trustee or in a similar capacity;
- d. any relative of the person, including the person’s spouse or de facto spouse, where the relative has the same home as the person, or
- e. any relative of the spouse or de facto spouse of the person where the relative has the same home as the person.

“**Corporation**” means the Registered Deposit Brokers Association (RDBA);

“**Deposit Broker Affiliate**” means an individual who solicits Applications on behalf of one or more Deposit Broker Members, who has a written contractual relationship with such Deposit Broker Members to act on its, or their, behalf, and whose membership in the Corporation is in good standing. A Deposit Broker Affiliate does not have voting rights, but has the same obligations as a Deposit Broker Member;

“**Deposit Broker Member**” means an individual or legal entity whose membership in the Corporation is in good standing and who holds himself, herself or itself out as soliciting on behalf of one or more FI Members and that has entered into a written agreement with each such FI Member that conforms to the requirements of Rule 3.1; A RDBA Deposit Broker member also refers to a Broker member who is directly contracted with an RDBA Financial Institution member as well as having a written contractual relationship with another member Deposit Broker to act on its, or their behalf and whose membership in the corporation is in good standing;

“Depositor” means an individual or legal entity that wishes to acquire a Deposit Product for his, her or its benefit or for a third party beneficiary or beneficiaries as he, she or it (or a duly authorized party) may direct;

“Deposit Product” means any debt instrument or evidence of indebtedness issued or guaranteed by a FI Member or an Affiliate of the FI Member that is eligible in whole, or in part, for deposit insurance offered by the Canada Deposit Insurance Corporation (CDIC) or any similar government or provincial sponsored deposit insurance plan or program that has been recognized and continues to be recognized by the Corporation;

“FI Affiliate” means an individual who is employed by a FI Member in a branch, office or other regular place of business of the FI Member, and accepts Applications on behalf of such FI Member. A FI Affiliate does not have voting rights and is subject to obligations and responsibilities as determined by such FI Member;

“FI Member” means a federally or provincially regulated financial institution which offers, issues or guarantees a Deposit Product, including, but not limited to:

- a. a bank to which the Bank Act (Canada) applies;
- b. a credit union to which The Credit Unions and Caisses Populaires Act, 2020 (Ontario) applies; and
- c. a trust corporation or a loan corporation subject to the Trust and Loan Companies Act (Canada) applies.

“Limited Broker Member” means an individual or legal entity who solicits on behalf of a single FI Member, who has a written contractual relationship with such single FI Member and whose membership in the Corporation is in good standing. A Limited Broker Member does have voting rights, and has the same obligations as a Deposit Broker Member;

A Limited Broker Member may apply to be a Deposit Broker Member and if the application is approved by the Corporation, will be subject to all obligations and have all the rights of a Deposit Broker Member;

“Related Payment” means any form of consideration acceptable to the applicable FI Member, including cheques or other negotiable instruments, received from, or on behalf of, a Depositor as payment for, or to settle, the purchase or acquisition of a Deposit Product;

“Solicit” or **“Soliciting”** means activities that include, but are not limited to:

- a. providing an explanation of the features and characteristics of a Deposit Product to a Depositor;
- b. receiving an Application or instructions with regard to a Deposit Product from a Depositor;
- c. remitting an Application or a Related Payment to a FI Member; or

- d. validating a Depositor's identification and other activities required to comply with the anti-money laundering and anti-terrorist financing laws of Canada, that are intended or can be reasonably seen as intending to result in the purchase or acquisition of a Deposit Product.

“Soliciting Member” means a Deposit Broker Member, Limited Broker Member, or Deposit Broker Affiliate;

“Sponsor” means where a Deposit Broker Member enters into and maintains a written contractual relationship with another Deposit Broker Member or a Deposit Broker Affiliate, that authorizes such other Deposit Broker Member or Deposit Broker Affiliate, as the case may be, to solicit Applications and receive Related Payments on behalf of the Deposit Broker Member as noted on the records of the Corporation.

All RDBA members, regardless of member type, are expected to fully comply with the Financial Consumer Agency Act of Canada and all federal acts relating to their mandate <http://www.fcac-acfc.gc.ca/Eng/forIndustry/publications/lawsReg/Pages/Acts-Lois.aspx>

All RDBA members, without exception, are expected to comply with the current FINTRAC guidelines.

RULE 1 - MEMBERSHIP

1.1 Membership Categories:

1. **Deposit Broker Member**
2. **Limited Broker Member**
3. **Deposit Broker Affiliate**
4. **FI Member**
5. **FI Affiliate**

RULE 2 - MEMBERSHIP APPLICATION

2.1 Membership

- a. No individual or legal entity shall become a FI Member, Deposit Broker Member, Limited Broker Member, Deposit Broker Affiliate or FI Affiliate until such individual's or legal entity's application for membership in the Corporation has been accepted and approved by the Corporation and notice of acceptance in writing has been received from the Corporation.
- b. No individual shall act as a Deposit Broker Affiliate of a Deposit Broker Member until a written notice of acceptance has been received from the Corporation. A

Deposit Broker Member sponsored by another Deposit Broker Member shall be deemed to be a Deposit Broker Affiliate for purposes of Rules 2, 3 and 6 respectively.

- c. An individual or legal entity that wishes to become a member of the Corporation shall apply for membership by completing the online application and submitting it in proper and complete to the Corporation, together with any applicable fee. The Corporation shall not be obligated to accept any application for membership.

2.2 Exemptions from Membership

- a. Rule 2.1(a) does not apply to a FI Affiliate who solicits, receives or accepts Applications exclusively on behalf of a FI Member, where such FI Affiliate is acting in the capacity of an employee of the FI Member in a branch, office or other regular place of business of the FI Member.
- b. Rule 2.1(a) does not apply to individuals solely engaged in administrative, clerical and/or accounting duties in the employment of, or on the behalf of, a Deposit Broker Member, Limited Broker Member or Deposit Broker Affiliate, and who does not otherwise engage in any activity that can be reasonably seen as soliciting.

2.3 Engaging Deposit Broker Affiliates

2.3.1 An individual who appears in the records of the Corporation as a Deposit Broker Affiliate authorized to act on behalf of a Deposit Broker Member, shall not directly or indirectly, pay to, or accept from, any individual or legal entity a commission, reciprocal commission, salary or other remuneration or compensation in connection with any activities relating to soliciting or receiving Applications or Related Payments, other than from or at the written direction of the aforesaid Deposit Broker Member, as noted in the records of the Corporation.

On an annual basis, all affiliate members of the RDBA are required to successfully take the RDBA AML training through the Corporation's website. Successful completion (passing mark of 70%) of the AML training is then recorded and available to the financial institution with whom the Deposit Broker has indicated a direct agency agreement.

2.3.2 Each Deposit Broker Member is required to provide a list to the Corporation of Deposit Broker Affiliates and Deposit Broker Members that are sponsored by the Deposit Broker Member.

2.4 Non-liability Agreements Prohibited

A Deposit Broker Member shall not enter into an agreement with any Deposit Broker Affiliate in which the parties agree to limit the liability of the Deposit Broker Member for any act, error or omission of the Deposit Broker Affiliate. This provision does not preclude any agreement requiring a Deposit Broker Affiliate from indemnifying the Deposit Broker Member.

2.5 Annual Membership Renewal Requirement

- a. Each Soliciting Member and FI Member shall renew his, her or its membership and file a report with the Corporation within 60 days of the anniversary of their membership together with any applicable fee.
- b. Failure to comply with Rule 2.5(a) will result in suspension of membership in the Corporation. The Corporation shall provide the Soliciting Member or the FI Member with written notice of suspension and may advise all, or selected, Soliciting Members and FI Members of the suspension and removal from AML reporting and from the Corporation's website.

2.6 Exemption Applications

The Board of Directors, or an Officer of the Corporation designated by the Board of Directors, may grant a written exemption from any of the Rules, in whole or in part, subject to any or some conditions and/or restrictions that may be imposed by the Board or such officer.

RULE 3 - CONTRACTUAL REQUIREMENTS

3.1 Acting for FI Members

Every written agreement that a Deposit Broker Member enters into with a FI Member pursuant to which the Deposit Broker Member is the Agent of Record for Applications solicited or received by the Deposit Broker Member(s) and Deposit Broker Affiliate(s) sponsored by the Deposit Broker Member shall comply with Rule 3.3 and must prohibit the Deposit Broker Member from delegating responsibility for any obligation, duty or responsibility imposed on the Deposit Broker Member by law or the Corporation's By-Laws and Rules.

3.2 Agreements

A FI Member shall not accept, receive or solicit Applications from any Deposit Broker Affiliate or Deposit Broker Member unless the FI Member has a written agreement with the Deposit Broker Affiliates sponsoring Deposit Broker Member, where applicable.

3.3 Deposit Broker Member Requirements

The Deposit Broker Member must have oversight policies and procedures in place for the acceptance and processing of Applications and Related Payments from Deposit Broker Affiliates and Deposit Broker Members of sponsors, such requirements to include, but are not limited to:

- a. A Deposit Broker Member shall not receive, process, or be Agent of Record of any Application solicited by any person who is not a Deposit Broker Affiliate that is sponsored by the Deposit Broker Member;

- b. A Deposit Broker Member is responsible for the acts and omissions of the Deposit Broker Affiliates and Deposit Broker Members that it sponsors with respect to soliciting of Applications where the Deposit Broker Member is the Agent of Record;
- c. On an annual basis, a Deposit Broker Member must complete the RDBA Broker Compliance Questionnaire (BCQ) which will then be made available to all financial institution members with whom they (the Deposit Broker) has indicated a direct agency agreement or contract with; and
- d. A Deposit Broker member must, on an annual basis, successfully complete the RDBA AML training, available online through the Corporation's website (with a passing mark of 70%). Deposit Brokers and their Affiliates must complete a criminal background check at the time of applying for membership and every 4 calendar years thereafter. The completion dates of background checks and AML reports are provided to the RDBA Financial Institution members with whom the Deposit Broker has indicated direct agency agreements.

RULE 4 - PROCESSING PROCEDURES FOR DEPOSIT PRODUCTS REGISTERED IN CLIENT NAME

For purposes of this Rule, a Deposit Product is deemed to be held in client name if:

- a. the Deposit Product is held "in trust" by the Deposit Broker Member or Limited Broker Member for another individual or legal entity; or
- b. The Deposit Product is held in the name of the trustee of a registered retirement savings account, a registered retirement income fund or similar tax deferred account where the Depositor is the beneficial owner of such plan, fund or account.

4.1.1 Applications

A Soliciting Member shall ensure that all Deposit Applications received from or on behalf of a Depositor contain:

- a. the name of the Depositor and, if applicable, any third party designated by the Depositor to be the beneficial owner or owners of the Deposit Product;
- b. the name of the FI Member from whom the Depositor wishes to acquire the Deposit Product;
- c. the exact amount, in dollars and cents, and the currency, of the Deposit Product the Depositor wishes to acquire;
- d. the interest rate of the Deposit Product, where applicable and known, and how and when interest is to be calculated and paid;

- e. the term and maturity date of the Deposit Product and, where applicable, the terms and conditions which will apply if the term of the Deposit Product is extended or reduced, automatically or on notice from the Depositor or FI Member, on a future date or dates;
- f. the date the Application was signed by the Depositor and/or Soliciting Member;
- g. the address or account where the Depositor wishes to receive any amounts due and payable to the Depositor on account of the Deposit Product;
- h. the address where the Depositor wishes to receive communications from the FI Member;
- i. the type of account or plan (e.g. non registered, RRSP etc.); and
- j. The Deposit Broker Member, Limited Broker Member or Deposit Broker Affiliate's code or name.

4.1.2 An Application must be approved as to form by the applicable FI Member prior to use.

4.1.3 A Soliciting Member shall not knowingly, or otherwise, designate a third party beneficiary contingent or otherwise, for any Deposit Product where such party is a Deposit Broker Member, Limited Broker Member or Deposit Broker Affiliate, except where both the Depositor and the third party beneficiary are immediate family members of each other.

4.1.4 No Soliciting Member shall designate his, her or its own address for the purposes of clause 4.1(h), except where the Soliciting Member is the Depositor.

4.1.5 The Soliciting Member and the Depositor must sign the Application or provide a duly completed RDBA Client Information and Consent and Client Identity and Verification Form where use of such form is approved by the applicable FI Member prior to forwarding or transmitting any instruction to the FI Member with regard to applicable Deposit Product or Related Payment.

4.1.6 Promptly after an Application is duly signed, the Soliciting Member shall provide, or forward, by regular mail, courier, fax or electronic mail in PDF format to the Depositor:

- a. a copy of the completed Application; and
- b. Any disclosures or other documents mandated by the applicable FI Member, the Corporation, any law or any applicable governmental or regulatory body.

4.2 Soliciting Members Signing Depositor Applications

A Soliciting Member may sign an Application on behalf of a Depositor only if:

- a. the Corporation's Client Information and Consent and Client Identity Verification Form has been duly signed and dated by the Depositor and the Soliciting Member; and

- b. the Depositor gives oral or written instructions to the Soliciting Member, such evidence to be retained in accordance with Rule 4.2.1; and
- c. there is no change in beneficial ownership of the Deposit Product; and
- d. the purpose is to enable the investment of a new Deposit Product, an increase in the investment, or the reinvestment of a matured or maturing Deposit Product on behalf of the Depositor.

4.2.1 Where a Depositor provides a Soliciting Member with written or oral instructions pertaining to the initial investment or reinvestment of the proceeds of a Deposit Product, the Soliciting Member shall retain written details in the client file that include, but are not limited to: the date and time of the instruction, the way the instruction was provided and taken (phone, face to face conversation etc.), and details of the Deposit Product including amount, term, interest rate and maturity and such other information required to complete the applicable application.

4.3 Depositor Instructions

The oral or written instructions of the Depositor referred to in Rule 4.2.1 must include:

- a. the source of the Related Payment;
- b. the type of Deposit Product;
- c. the exact amount, in dollars and cents, and the currency of the Deposit Product which is to be acquired;
- d. the address or account where the Depositor wishes to receive amounts payable to the Depositor on account of the Deposit Product; and
- e. the address where the Depositor wishes to receive communications from the FI Member.

4.3.1 A Soliciting Member who receives the oral or written instructions from a Depositor must advise the Depositor that the oral or written instructions may be revoked only by the Depositor or his, her or its duly authorized legal representative in writing and only if received by the applicable FI Member prior to acceptance of the Application.

4.3.2 A Soliciting Member shall not exercise any discretion with regard to any Deposit Product on behalf of a Depositor.

RULE 5 - HANDLING DEPOSITOR MONEY

5.1.1 Acceptance of Related Payments

No Soliciting Member shall receive a Related Payment from a Depositor for a Deposit Product unless it is in the form of:

- a. a cheque payable to the applicable FI Member from whom the Depositor wishes to acquire the Deposit Product or to the Deposit Broker Member in trust, or Limited Broker in trust, and drawn on the Depositor's personal or corporate account at a Canadian financial institution only;
- b. a cheque payable to the Depositor from the Depositor drawn on the Depositor's personal or corporate account at a Canadian financial institution, stamped with an endorsement for deposit to the applicable FI member, or to the Deposit Broker Member in trust or Limited Broker Member in trust;
- c. a cheque or other negotiable instrument issued by a Canadian financial institution, payable to the Depositor, stamped with an endorsement for deposit to the applicable FI Member, or Deposit Broker Member or Limited Broker Member in trust; or
- d. some combination of a, b and c above.

A Soliciting Member may not accept cash, in any currency or coin, of any jurisdiction or country as a part or the whole of a Related Payment.

5.1.2 Upon receipt of a Related Payment, the Soliciting Member must:

- a. provide or forward by regular mail, courier, fax or electronic mail in PDF format (or by such other means as may be approved by the Corporation) a written receipt for the Related Payment to, or as directed by, the Depositor; and
- b. deposit or transmit the Related Payment directly to an account in the applicable FI Member's name or as directed by the applicable FI Member, or a trust account established and operated by a Deposit Broker Member or Limited Broker Member in accordance with Rule 5.4.

5.2 Pooling of Related Payments Prohibited

No Deposit Broker Member or Limited Broker Member shall co-mingle Related Payments received from more than one Depositor, except in a trust account established and operated in accordance with Rule 5.4, nor shall pool Related Payments of one Depositor with those of any other Depositor.

5.3 Remittance of Related Payments to FI Members

A Soliciting Member shall transmit or remit each Related Payment to the applicable FI Member in any one of the following ways:

- a. by depositing or transferring the Related Payment into a direct deposit account in the name of the applicable FI Member or other account as directed by such FI Member on the day received or the next business day;
- b. by courier;
- c. by another expeditious manner chosen by the Member and acceptable to the FI Member; or

- d. such other manner approved by the FI Member;
- e. Where a Soliciting Member does not transmit or remit a Related Payment into a direct deposit account in accordance with Rule 5.3(a), the method used to transmit the Related Payment must ensure receipt by the applicable FI Member within two (2) business days, subject to unforeseeable or unexpected delay or an Act of God.

5.4 Trust Accounts

There have been concerns about the risks associated with the use of Trust Accounts for GIC investment purposes. Their use is limited and only at the discretion of the FI member within associated regulatory and compliance requirements. Please contact the RDBA for further information.

A Deposit Broker Member or Limited Broker Member may use a trust account for the remittance of related payments to an FI Member in accordance with Rule 5.1, subject to the approval and requirements of a FI Member.

Related Payments received by or on behalf of a Deposit Broker Member or Limited Broker Member in accordance with Rule 5, if deposited or held in a trust account:

- a. shall be accounted for separately and shall be deposited in a trust account, or trust accounts, established and maintained in accordance with Rule 5.4.3; and
- b. may be commingled only with other Related Payments.

5.4.1 A Deposit Broker Member or Limited Broker Member shall not use any of the Related Payments in any trust account to finance its own operations or the operations of any third party in any manner. All employees and operating staff of the Deposit Broker Member or Limited Broker Member that have access to said trust shall keep clear, concise and detailed notes log, regarding any and all payments going into the trust account.

5.4.2 A Deposit Broker Member or Limited Broker Member may withdraw a Related Payment from a trust account solely for the purpose of remitting a Related Payment to the applicable FI Member (or as directed by the FI Member) or the applicable Depositor.

5.4.3 A Deposit Broker Member or Limited Broker Member that deposits or holds Related Payments into a trust account shall advise the financial institution, in writing, with which the account is opened, at the time of opening of the account, and annually thereafter, that:

- a. the account is established solely for the purpose of holding client funds in trust;
- b. the account is to be designated by the financial institution as a “trust account”;
- c. the account is not to be accessed by any individual or legal entity other than those authorized by the Deposit Broker Member or Limited Broker;
- d. the amounts in the trust account may not be used to cover shortfall on any other accounts and may not be pledged as security for any purpose; and

- e. any changes against or relating to the operation of the trust account are not paid or reimbursed out of the trust account.

RULE 6-COMPLIANCE REQUIREMENTS AND MEMBER RESPONSIBILITIES

6.1 Internal Controls

Each Deposit Broker Member and Limited Broker Member shall establish and maintain effective systems, controls, policies and procedures to ensure that he, she or it:

- a. acts in accordance with the requirements of the Corporation's By-laws and Rules, and provincial and national legislation;
- b. deals fairly and honestly with Depositors;
- c. Applications and related documentation will be retained by the Soliciting Member in a format acceptable to the Corporation for a period of seven (7) years after maturity of the term of the Deposit Product, including any extension or renewal thereof. Either physical or electronic format should be stored on site and easily accessible for the entire life of the account. After maturity of the term deposit, for the whole retention period, documents may be stored offsite.
- d. forwards a copy to the FI Member (or other satisfactory evidence) of every application, related payment, transmission, or deposit of related payments, RDBA Client Information and Consent and Client Identity Verification Form, where applicable, as required by the Corporation and the FI Member.

A Soliciting Member may only change the address of a Depositor or beneficiary of a Deposit Product in its records or advise a FI Member of such a change of address upon receipt of a written direction or instruction signed by the Depositor or his, her or its duly authorized representative.

6.2 Business Records

Each Soliciting Member must maintain books and records necessary to properly record the Soliciting Member's deposit broker and deposit agent activities and business.

6.2.1 Without limiting the foregoing, a record for each Depositor shall be maintained that contains:

- a. a copy of each Application completed by or on behalf of the Depositor that is duly signed by the Depositor, Deposit Broker Affiliate or Limited Broker;
- b. a copy of the cheque or other document or instruction relating to each Related Payment received from, sent to, or transmitted on behalf of, the Depositor;
- c. a copy of each receipt for each Related Payment received from or on behalf of the Depositor;

- d. a written record of verbal instructions received from the Depositor including, but not limited to, the name of the Depositor, details of the verbal instructions, and the time and date the instructions were received;
- e. a copy, or other acceptable record, of the Depositor's identification or other documents as may be required by law, including, but not limited to, anti-money laundering and anti-terrorism financing laws;
- f. a copy (or other satisfactory evidence) of each transmission or deposit of a Related Payment, RDBA Client Information and Client Identity Verification forms, where applicable;
- g. any contemporaneous notes, related to the transaction.

6.2.2 Without limiting the foregoing, the Soliciting Member shall maintain a record that contains:

- a. a copy of commission or other compensation statements received from FI Members and other parties with respect to the Deposit Products acquired by Depositors, or on behalf of Depositors; and
- b. if a trust account is operated by the Deposit Broker Member or Limited Broker, a copy of trust account records including transactions, trial balances, trust account reconciliations and account statements.

Applications and related documentation will be retained by the Soliciting Member in a format acceptable to the Corporation for a period of seven (7) years after maturity of the term of the Deposit Product, including any extension or renewal thereof.

When notified by the Corporation in writing, the Soliciting Member will grant full access to all books and records and cooperate fully with authorized individuals representing the Corporation for an audit or review.

6.3. RDBA Forms

- a. RDBA forms are available on the RDBA member website. These forms have been developed by RDBA for the sole use by RDBA members and are not to be made available to anyone who is not an active member of the RDBA. Copying or use without proper authorization of the Corporation is strictly prohibited.
- b. These forms can be modified to allow for the use of a member's logo. If you choose to alter the headers or footers of these forms, it is asked that you not remove the version numbers and not remove the language crediting RDBA as the author of these forms. Please contact headoffice@rdba.ca for further information.
- c. These forms are updated ad hoc and/or as needed, to reflect changes in legislative requirements. The current versions are available at www.rdba.ca in the Members Area Section, under "Documents". A username and password are required for full access.

6.4 Reporting to the Corporation

A FI Member shall, within five (5) business days of the event, advise the Corporation of:

- a. the name and address of any Deposit Broker Member or Limited Broker Member with whom it has entered into an agreement; and
- b. the termination of an agreement with a Deposit Broker Member or Limited Broker Member and the reasons for the termination.

RULE 7 - TRANSITION, COMING INTO FORCE

7.1 Transition

Any individual or legal entity that is a Member of the Corporation (a “Current Member”) prior to this Rule coming into force and that wishes to remain a Member (as an FI Member, Deposit Broker Member, Limited Broker Member, Deposit Broker Affiliate, FI Affiliate), shall provide an acknowledgement in the form specified by the Corporation in which the Current Member agrees to:

- a. be bound by the By-laws and Rules and Regulations of the Corporation; and
- b. provide a list of all Members which the Member sponsors as at the day on which the Rule came into force.

7.2 Coming Into Force

These Rules came into force on March 28, 2024.